

Exhibit 28

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV016837-590

RPAC RACING, LLC, d/b/a LEGACY MOTOR CLUB,

Plaintiff,

v.

RICK WARE RACING, LLC,

Defendant.

**DEFENDANT RICK WARE
RACING, LLC'S NOTICE OF
FILING PUBLIC VERSION OF
DOCUMENTS UNDER SEAL**

Pursuant to the May 7, 2025 Consent Order Granting Motions For Leave to File Documents Under Seal (Index #53), Defendant Rick Ware Racing, LLC ("RWR") hereby submits a public/redacted version of the April 27, 2025 Declaration of Rick Ware and accompanying exhibits (Index #35-42), which is attached hereto.

Respectfully submitted this the 19th day of May, 2025.

BRADLEY ARANT BOULT CUMMINGS, LLC

/s/ Brian M. Rowlson

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Attorneys for Defendant Rick Ware Racing, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing has been served by filing with the Court's electronic-filing system, which will send electronic notice to all counsel of record, as well as via electronic mail:

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This the 19th day of May, 2025.

/s/ Brian M. Rowilson _____
Brian M. Rowilson
Attorneys for Defendant Rick Ware Racing, LLC

STATE OF NORTH CAROLINA
OF JUSTICE

GENERAL COURT

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25CV016837-590

RPAC RACING, LLC, d/b/a LEGACY MOTOR
CLUB,

Plaintiff,

v.

RICK WARE RACING, LLC,

Defendant.

Declaration of Rick Ware

I, Rick Ware, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the owner of Rick Ware Racing, LLC ("RWR").
2. RWR is a family-run business by me and my wife of 34 years, Lisa Ware.
3. Other than my wife and family, racing is my life. I grew up around the race track and spent years as a driver.
4. Now, as an owner, I proudly watch my son, Cody Ware, drive the No. 51 car for RWR every week in NASCAR's Cup Series – the highest level of NASCAR racing. I have no intention, and have never had any intention, of giving that up.
5. Prior to the Complaint filed against RWR by Legacy Motor Club ("Legacy"), I had done numerous deals as a lessor, lessee, buyer, or seller of NASCAR charters, including multiple deals with Legacy's prior ownership, without any issues or problems of any kind.
6. Since 2020, RWR has been the owner of two NASCAR charters – No. 27 and No. 36.
7. RWR purchased Charter No. 27 in or around 2018 and Charter No. 36 in or around 2020.

8.

[REDACTED]

9.

[REDACTED]

10.

[REDACTED]

11.

[REDACTED]

12. In accordance with [REDACTED] RWR is racing Charter No. 36 (with Cody Ware driving the no. 51 car) during the 2025 season.

13. Should [REDACTED] choose to exercise its [REDACTED] option for the 2026 season (and [REDACTED], RWR would switch to racing Charter No. 27 as required by NASCAR.

14.

[REDACTED]

15. For this reason, neither I nor anyone at RWR would ever have agreed (and unequivocally did not agree) to sell Charter No. 27 in advance of the 2026 season.

16. In January 2025, when Legacy approached RWR (through [REDACTED] about selling one of its charters, I was crystal clear that RWR could only sell a charter for use in the 2027 season (unless the unlikely scenario that [REDACTED]

[REDACTED]

17. These discussions were facilitated through third-party [REDACTED] who was present at in-person meetings in January 2025 when I and Legacy CEO Cal Wells initially discussed terms.

18. [REDACTED] will validate that all discussions between the parties involved the sale of a Charter for the 2027 racing season, not the 2026 season.

19. In early January, 2025, Mr. Wells, [REDACTED] and I met at a local restaurant to discuss the potential charter sale.
20. I stated that RWR wanted \$50 million and that the charter was not available until 2027 because [REDACTED] and the fact that RWR was not going to shut down operations.
21. Mr. Wells indicated that \$50 million was too much and wanted the charter in 2026, so the parties went their separate ways without any agreement.
22. At some point thereafter, Mr. Wells and/or the Legacy team flew to Hawaii to meet with another team owner in an effort to purchase another charter.
23. When that meeting did not result in a deal, Mr. Wells conveyed to [REDACTED] that he wanted to re-engage with RWR.
24. Mr. Wells conveyed that locking down a charter for 2027 was better than nothing and acknowledged the possibility that Legacy could get the charter in 2026 if [REDACTED] decided not to exercise its [REDACTED]
25. [REDACTED] conveyed this information to me.
26. Legacy drafted all versions of the Agreement. Legacy's attorney was Michael Bill, who was also [REDACTED] attorney. Mr. Bill also has done numerous deals in which he represented RWR as his client. In the context of the attorney-client privilege, I conveyed to Mr. Bill privileged proprietary financial information of RWR. These include deals as recently as the summer of 2024, so the financial information I conveyed to Mr. Bill is recent. Based on the allegations in Legacy's complaint regarding RWR's debt and financial situation, it appears that Mr. Bill provided Legacy with confidential information about RWR that he learned in the course of representing RWR.
27. The agreed-upon purchase price for the charter deal was \$45 million, which was less than the \$50 million I had previously insisted on. This was because Mr. Wells was a friend, Legacy was unlikely to get the charter in 2026, and the deal was supposed to be quick and painless.
28. The most critical point of the deal was that RWR would have a charter to race under in 2026.
29. On January 22, 2025, I conveyed the terms of the deal to

- [REDACTED]
30. On January 23, 2025, I texted Mr. Bill “we need to add the charter # (36) or need any revisions?” A true and correct copy of this text is attached hereto as **Exhibit 2**.
31. Early drafts of the agreement (dated January 20, 2025 and January 23, 2025) drafted by Mr. Bill reflected the importance of RWR having a Charter to race under in 2026, authorizing RWR to provide a “Usage Notice” informing Legacy that RWR intended to race Charter No. 27 in 2026.
32. However, these agreements, which again were drafted by Legacy’s attorney Mr. Bill (who was not present for any of the discussions between the principals and [REDACTED], contained numerous inaccuracies.
33. On January 31, 2025, I texted [REDACTED] and Mr. Bill an excerpt from [REDACTED]. A true and correct copy of that text is attached hereto as **Exhibit 3**.
34. Immediately after that, I texted “July 1” as a latest. For [REDACTED] and evidences Legacy’s knowledge of the same.
35. On February 5, 2025, I texted Mr. Bill stating [REDACTED]. A true and correct copy of that text message is attached hereto as **Exhibit 4**.
36. On February 11, 2025, I texted [REDACTED] and Mr. Bill that I was confirming the charter number, that “It was the most expensive one,” and ultimately that it was “Charter #36.” A true and correct copy of that text is attached hereto as **Exhibit 5**.
37. RWR wanted to sell the more expensive Charter for tax purposes (RWR has a higher cost basis in Charter No. 36 and would thus pay lower taxes on any sale).
38. On February 16, 2025, I met with [REDACTED] Mr. Wells, Mr. Bill, and a representative from [REDACTED] in person in Daytona Beach, Florida. [REDACTED] is a private equity fund backing Legacy’s new majority owner **Vinnie Johnson** in his coup to oust

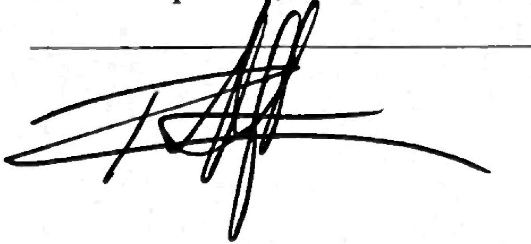
Legacy's prior ownership.

39. At that meeting, I once again confirmed that RWR was racing a charter in 2026 (while [REDACTED])
40. On February 18, 2025, Mr. Bill sent an updated draft purchase agreement that had substantial changes from the January drafts. None of these changes were redlined or otherwise described to me.
41. On March 3, 2025, prior to executing the Charter Purchase Agreement, I texted Mr. Wells that I "was making sure how the #36 Was the one etc." I continued: "Maybe we get [REDACTED] on phone .. my only concern was the understanding that the #36 only becomes available when [REDACTED] is out of picture worst case end 2026 best case end of 2025." [REDACTED] A true and correct copy of that text is attached hereto as **Exhibit 6**.
42. A few hours after confirming these facts, on March 3, 2025, Mr. Wells and I executed the Charter Purchase Agreement on behalf of Legacy and RWR respectively.
43. Legacy could have reached out to NASCAR at any time to confirm the correct Charter number.
44. On March 6, 2025, despite having been told [REDACTED] two days earlier that [REDACTED] [REDACTED] Mr. Bill emailed me and requested further information about the sale charter (Charter No. 36), including "any open liens/promissory notes/obligations tied to the #36 Charter" and "Current Control Person/Schedule documents on file with NASCAR showing RWR/Rick as owner of the #36." A true and correct copy of this email is attached hereto as **Exhibit 7**.
45. In the same communication, Legacy requested, for the first time, a copy of [REDACTED]
[REDACTED]
Legacy never asked for the [REDACTED] prior to signing the Charter Purchase Agreement.
46. To the extent there was any actual confusion about the charter, had Legacy timely requested [REDACTED] it would have been able to confirm the charter numbers.
47. Legacy later emailed on March 13, 2025 that we cannot

complete the transaction without having [REDACTED]
[REDACTED] understanding its terms, and completing the
attendant [REDACTED] that will transfer it from
RWR to Legacy at closing.”

48. That weekend, March 16, the Cup Series was in Las Vegas. Representatives from RWR and Legacy met in person to further discuss the deal.
49. This discussion culminated in Legacy offering additional compensation (on top of the agreed-upon \$45 million) in exchange for Charter No. 27, so that Legacy could race in 2026. This additional compensation was intended to cover certain expenses associated with racing as an independent team.
50. A true and correct copy of the [REDACTED]
[REDACTED] is attached
hereto as **Exhibit 8**.
51. As the smallest race team in NASCAR, RWR has to be smart and efficient with its financial decisions.
52. To effectively run RWR’s business, I must be able to maintain flexibility in terms of financing and cash flow.
53. Borrowing money is challenging in this environment and potentially selling an ownership stake in one or both of RWR’s charters is a critical option to remain on the table.

Dated: April 27, 2025

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned below a horizontal line.

-1-

Exhibit 1

(Redacted in Its Entirety)

Exhibit 2

New iMessage

Cancel

To: Michael Bill Attorney, TJ

T

anything work

12:30

Thx u guys!

Michael Bill Attorney

M

Yessir. Chat then!

Thu, Jan 23 at 8:39 AM

Good morning.
Michael is the agreement sent
over good for me to have Troy go
over or do we need to add the
charter # (36) or need any
revisions ?
Thx u guys

Michael Bill Attorney

M

Let me send you the most up to
date version where we input the
numbers. I'll have it to you in the
next 30 minutes



Thx u



iMessage



Exhibit 3

12:25

📞 12m



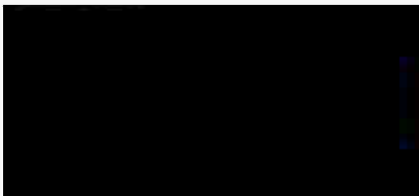
New iMessage

Cancel

To: Michael Bill, Rick Ware

Friday 3:22 PM

Rick Ware



July 1st as a latest. For
RFK

RW

Copy

Michael Bill

MB

Thanks

Rick Ware



I will be emailing shortly.
And text u guys when I
send. Thx

RW



iMessage



Exhibit 4



Michael Bill Attorney >

Should I email that or call him ?

Can u get on call 11 with me and Robby. He is worried about doing this correctly and he is my detail man. Be helpful for me.

Give me 5.

Question. What car number would rfk assign to the charter you lease to them? Do you know. Just adding some clarifying edits to the agreement. Thx!

They are using the 60 2025
If they do 2026 it will be 60 as well

Perfect. Thanks!

Thu, Feb 6 at 6:35 PM



Michael I just replied to the NDA.
Could u change my name to owner as opposed to president
Thx u sir !

Sat, Feb 8 at 12:14 PM



iMessage



Exhibit 5

New iMessage

Cancel

To: Michael Bill Attorney, TJ

M

Working on it!



All good.



Also not sure the charter #
confirming right now. It was the
most expensive one. I confuse
myself.

Charter #36

Thu, Feb 13 at 4:36 PM

Michael Bill Attorney



Hi guys. This rain sucks. I'm
walking my guy thru the
agreement this evening as he just
got into Daytona and I was
delayed by big snowstorm in
Detroit too. Let's plan to meet
tomorrow. May need to adjust due
to this weather but let's sit down
and I'll have the agreement for
you rick. As I told tj we took the
added time to draft the full
agreement instead of just a term
sheet as you said you didn't want



iMessage



Exhibit 6

Go time !
He is just not up to speed on the
charter lease scenario..
Very confusing about the switch
between the (2) #s.
He was making sure how the #36
Was the one etc.

Maybe we get prime on phone ..
my only concern was the
understanding that the #36 only

was the one etc.

Maybe we get prime on phone ..
my only concern was the
understanding that the #36 only
becomes available when RGK is
out of picture worst case end
2026 best case end of 2025

RFK.

I'm available to talk if needed also

Crop

Exhibit 7

From: Michael Bill <michaelb@alanrmillerpc.com>
Date: Thursday, March 13, 2025 at 7:30 AM
To: Robby Benton <rbenton@wareracing.com>
Cc: Cal Wells <cwells@legacymotorclub.com>, Rick Ware <rw@wareracing.com>
Subject: RE: Charter Purchase documents for Closing

Hi guys,

Just checking in. I reviewed my files and found the attached Rick Ware Operating Agreement that was utilized relative to your loan transaction in 2024. Can you please confirm that this is still an accurate copy and that no edits have been made? If so, we can use this document going forward to draft resolutions for the sale. I also have the attached documents from NASCAR relative to the #27 and #36 from the previous deal. Please confirm these are accurate, please get me the most current copies on file if possible as that will be necessary, but I can use these as a base to work from for now.

Also, with regard to the RFK agreement, while I fully appreciate the confidentiality provisions it contains, now that the charter is being sold we will have to have a copy as Legacy is assuming that document's obligations. Consequently, we cannot complete the transaction without having that, understanding its terms, and completing the attendant assignment document that will transfer it from RWR to Legacy at closing.

Please let me know if you have any questions. I will be in Las Vegas and able to connect in person if you'd like and would welcome the opportunity.

Take care.

Very truly yours,
Michael J. Bill
Law Offices of Alan R. Miller, P.C.
370 E. Maple Road, 3rd Floor

Birmingham, Michigan 48009
248-644-8910
248-644-1537 fax

From: Michael Bill
Sent: Tuesday, March 11, 2025 12:37 PM
To: Robby Benton <rbenton@wareracing.com>
Cc: Cal Wells <cwells@legacymotorclub.com>; Rick Ware <rw@wareracing.com>
Subject: RE: Charter Purchase documents for Closing

Thanks Robby, I appreciate the note.

Take care.

Very truly yours,

Michael J. Bill
Law Offices of Alan R. Miller, P.C.
370 E. Maple Road, 3rd Floor
Birmingham, Michigan 48009
248-644-8910
248-644-1537 fax

From: Robby Benton <rbenton@wareracing.com>
Sent: Tuesday, March 11, 2025 12:25 PM
To: Michael Bill <michaelb@alanrmillerpc.com>
Cc: Cal Wells <cwells@legacymotorclub.com>; Rick Ware <rw@wareracing.com>
Subject: Re: Charter Purchase documents for Closing

Michael,

Rick will connect with Cal today on a few of your requests below. I'll get the NASCAR Control/Schedule documents over to you asap (our office manager has been out with a family emergency, but returns tomorrow).

Thank you for your patience over the weekend. Reach out with anything else you need in the meantime.

Robby Benton | President
Rick Ware Racing
210 Raceway Drive

Mooreville, NC 28117
704.400.1873

From: Michael Bill <michaelb@alanrmillerpc.com>
Date: Tuesday, March 11, 2025 at 12:04 PM
To: Rick Ware <rick@wareracing.com>, Robby Benton <rbenton@wareracing.com>
Cc: Cal Wells <cwells@legacymotorclub.com>
Subject: RE: Charter Purchase documents for Closing

Good afternoon gentlemen,

I hope you all had a nice weekend and if you were able to attend the Motorsports HOF event on Monday that it was a great time. Following up on my note below as Legacy is eager to check off the closing conditions and get draft documents to your group for review in the hopes of closing by the end of the month. Please let Cal or myself know if there are any questions.

Thank you both!

Very truly yours,
Michael J. Bill
Law Offices of Alan R. Miller, P.C.
370 E. Maple Road, 3rd Floor
Birmingham, Michigan 48009
248-644-8910
248-644-1537 fax

From: Michael Bill
Sent: Thursday, March 6, 2025 12:53 PM
To: Rick Ware <rick@wareracing.com>; Robby Benton <rbenton@wareracing.com>
Cc: Cal Wells <cwells@legacymotorclub.com>
Subject: Charter Purchase documents for Closing

Hi Rick and Robby,

As we are now working toward getting NASCAR's approval on the sale and otherwise preparing to close shortly thereafter, I will need some information from you. Specifically, I will need the following from you:

- Current Operating Agreement of Rick Ware Racing;
- List of any open liens/promissory notes/obligations tied to the #36 Charter;
- Copy of the RFK Lease Agreement;
- Current Control Person/Schedule documents on file with NASCAR showing RWR/Rick as owner of the #36.

Please let me know if you have any questions. We will begin preparing the necessary documents on our side to share with you and your counsel in the interim.

Very truly yours,

Michael J. Bill
Law Offices of Alan R. Miller, P.C.
370 E. Maple Road, 3rd Floor
Birmingham, Michigan 48009
248-644-8910
248-644-1537 fax

Exhibit 8

(Redacted in Its Entirety)